

A. G. Contract No. KR96 1556TRN
ADOT ECS File: JPA 96-95
Project: Provide Training

AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE ARIZONA BOARD OF REGENTS
ACTING FOR AND ON BEHALF OF
THE UNIVERSITY OF ARIZONA

THIS AGREEMENT is entered into 10 October, 1997,
between the STATE OF ARIZONA, acting by and through its
DEPARTMENT OF TRANSPORTATION (the "State") and the ARIZONA BOARD
OF REGENTS acting for and on behalf of the UNIVERSITY OF ARIZONA,
(the "University").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The University is empowered by Arizona Revised Statutes Section 15-1626 to enter into this agreement and has by Policy BOR 3-103, a copy of which is attached hereto and made a part hereof, authority to execute this agreement on behalf of the University.

3. The State has a continuing requirement for various trade, technical and professional training such as construction, maintenance, traffic, landscaping, bridge, safety, computers, planning, etc. The University has the professional and technical training personnel to provide the training.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Appoint a training coordinator within the State's Human Resource Development Center (HRDC) to interface with the University relating to the training. Provide appropriate advance notification to the University of the various types of desired training. Coordinate as required with the University to arrange and receive the training.

b. Be responsible for all costs or fees associated with the training, as in a typical college/student relationship.

c. Reimburse the University within forty-five (45) days after receipt and approval of training invoices. Such reimbursements will be in the form of State purchase orders, financed by the budget of the Human Resources Development Center.

2. The University will:

a. Appoint a training coordinator at the University (U of A) to interface with the State relating to the training. Coordinate the administrative aspects of the training to provide instructors and training utilizing the resources of the University.

b. Provide training curriculum and approved certified instructors for courses requested by the State that have an agreed minimum number of enrollees.

c. Invoice the State upon the beginning of each class.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect as long as the State has a need for said training; provided, however, that this agreement, may be cancelled at any time prior to the start of any training course, upon thirty (30) days written notice to the other party.

2. The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination and affirmative action.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 and 12-133 and rules promulgated thereunder.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007


University of Arizona
Office of Research and Contract Analysis
888 N. Euclid, Room 412
PO Box 210158
Tucson, AZ 85721-0158

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

ARIZONA BOARD OF REGENTS
UNIVERSITY OF ARIZONA

STATE OF ARIZONA
Department of Transportation

By 
JAMES T. WHEELER, Director
Office of Research and
Contract Analysis
ARIZONA BOARD OF REGENTS

By 
MARY PETERS
Deputy Director

RESOLUTION

BE IT RESOLVED on this 17th day of July 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the University of Arizona for the purpose of defining responsibilities for the UofA providing professional and technical training to ADOT.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy Director for approval and execution.


for LARRY S. BONINE
Director

3-103 Signing of Documents on Behalf of Board

- A. University officers designated by the president of the university, as certified to the Executive Director, are authorized to execute contracts and other written instruments on behalf of the Board. In addition, the President of the University may delegate his authority to execute contracts and other written instruments to appropriate university officials without certification to the Executive Director in the following circumstances: (1) The value of the university's obligation under the contract or other written instrument is \$10,000 or less; and (2) the delegation of authority is warranted to improve efficiency and effectiveness of university operations and does not unduly expose the Board or the university to financial loss.
- B. Officers of the central staff approved by the Board of Regents are authorized to execute and deliver in behalf of the Board all instruments incidental, convenient or necessary to the transaction of business between said Board and the Department of Administration of the State of Arizona.
- C. The president, secretary, or assistant secretary of the Board, or the secretary to said Board, is authorized to certify to depositories approved pursuant to Section 3-101 the following:
1. A copy of the relevant Board policies.
 2. A copy of Board actions taken to implement the policies in Chapter III.
 3. A copy of the names and signatures of Board or university officers or employees authorized to act in the premises.

(ABOR 10/83, 9/90, 3/92)

Rev. 7/1/92

DESIGNATION

State of Arizona)
)ss
County of Pima)

I, Manuel T. Pacheco, the President of The University of Arizona, do hereby designate

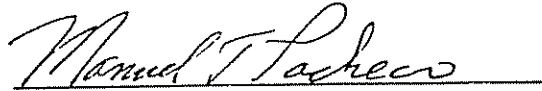
Joel Valdez - Senior Vice President, Business Affairs
Michael A. Cusanovich - Vice President for Research
Charles A. Geoffrion, Associate Vice President for Research
Julius Parker - Associate Vice President for Administrative Services
Jeanne M. Kleespie - Contracting Officer
Don J. Livengood, Jr. - Director of Athletics (limited)
Paul S. Sypherd - Senior Vice President and Provost
James T. Wheeler, Director, Research and Contract Analysis

pursuant to Arizona Board of Regents' Policy 3-103, as University officers authorized to:

- A. University officers designated by the president of the university, as certified to the Executive Director, are authorized to execute contracts and other written instruments on behalf of the Board. In addition, the President of the University may delegate his authority to execute contracts and other written instruments to appropriate university officials without certification to the Executive Director in the following circumstances: (1) The value of the university's obligation under the contract or other written instrument is \$10,000 or less; and (2) the delegation of authority is warranted to improve efficiency and effectiveness of university operations and does not unduly expose the Board or the university to financial loss.
- B. Officers of the central staff approved by the Board of Regents are authorized to execute and deliver in behalf of the Board all instruments incidental, convenient or necessary to the transaction of business between said Board and the Department of Administration of the State of Arizona.
- C. The president, secretary, or assistant secretary of the Board, or the secretary to said Board, is authorized to certify to depositories approved pursuant to Section 3-101 the following:
 - 1. A copy of the relevant Board policies.
 - 2. A copy of Board actions taken to implement the policies in Chapter III.
 - 3. A copy of the names and signatures of Board or university officers or employees authorized to act in the premises.

Said authority shall continue in effect until rescinded.

IN WITNESS WHEREOF, I hereunto set my hand and the seal of said University this
10th day of August, 1995.



Manuel T. Pacheco
President
The University of Arizona

SUBSCRIBED and SWORN to before me this 10th day of August, 1995, by MANUEL
T. PACHECO.


Notary Public

My Commission Expires:

Aug 21, 1998

CERTIFICATION

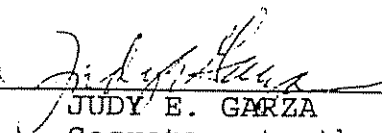
STATE OF ARIZONA)
)
County of Maricopa)

I, JUDY E. GARZA, the duly appointed, qualified and acting Secretary to the Arizona Board of Regents, do hereby certify that during a regular meeting of said Board held on April 1, 1991, the Board, by motion duly made, seconded and carried, approved and authorized the following:

Amended Board Policy 3-203, Research Contracts and Public Service Agreements, as attached, to permit the universities to approve all initial research and public service contracts that do not exceed \$1,000,000 and all continuation contracts that do not exceed \$1,500,000.

I further certify that said meeting was duly called and regularly convened and was attended throughout by a majority of the members of said Board, and that approval has not since been altered or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of said Board this 10th day of January, 1992.



JUDY E. GARZA
Secretary to the
Board of Regents

B. CONTRACTS, GRANTS AND PURCHASING

3-201 Contracts for Services or Materials

In the negotiation of contracts for services or materials the universities shall conform to all applicable state and federal laws such as A.R.S. 38-511, Arizona Executive Order No. 75-5, and Federal Executive Order 11246. The Board may not enter into the internal affairs, such as labor and management controversies, of the other contracting party.

3-202 Contracts Involving Classified Material

The Board may appoint a classified material management group at each institution. The classified material management group shall be responsible for the negotiation, execution, and administration of user agency contracts involving classified material, and each member of the classified material management group shall have an appropriate security clearance. At least one member of the Board shall be designated to obtain appropriate security clearance in order to review classified materials on behalf of the Board.

(ABOR 12/83)

3-203 Research Contracts and Public Service Agreements

- A. A contract of an initial amount less than \$1,000,000 may be executed without Board approval provided the contract does not require the expenditure or commitment of any institutional funds, personnel, or other resources in any way not included in the original budgeting of such resources whether it be through the use of appropriated funds or of local funds. Continuation of less than an additional \$1,500,000 for previously executed agreements will not require Board approval.
- B. New contracts in excess of \$1,000,000 and continuation of existing contracts involving more than \$1,500,000 shall be brought to the Board for approval.
- C. Each university shall submit to the Board a report describing each new research contract or public service agreement approved under subsection A. The report shall include the following information with respect to each such contract: The title, abstract, sponsor, amount, and principal investigator(s). This report shall be submitted to the Board at the next regular meeting following the signing of such contracts.

(ABOR 10/83, 9/87 4/91)

Rev. 4/15/91

3-204 Intergovernmental Agreements

- A. Each university may enter into intergovernmental agreements, and renewals and modifications thereof, without seeking approval from the Board of each individual agreement in accordance with the following guidelines:
1. The agreement shall provide for the provision of services or for the joint exercise of powers consistent with the statutory framework authorizing intergovernmental agreements (A.R.S. §11-952);
 2. The value of the contract does not exceed \$1,000,000 for the term of the agreement or any renewal period.
 3. Prior to execution, the agreement shall be submitted to university counsel, who shall determine whether the agreement is in proper form and is within the powers and authority of the Board; and
 4. The agreement shall be executed by the president of the university or by the president's designee.
- B. All agreements with another state agency or political subdivision of the State of Arizona which exceed the \$1,000,000 threshold described above require approval of the Board prior to execution and shall be submitted to university counsel for approval as to form and compliance with statutory requirements.
- C. Any intergovernmental agreement which provides for the transfer of real property shall be carried out in a manner consistent with ABOR Policy 7-302 (Exchanges of Real Property Requiring Approval by the Board), 7-303 (Purchases of Real Property), and 7-304 (Sale of Real Property).

(ABOR 10/83, 6/90, 12/92)